

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
IN ADMIRALTY

MARKEL AMERICAN INSURANCE)	
COMPANY,)	
Plaintiff,)	
)	
v.)	CASE NO. 04-CIV-
)	
RAYMOND FERRONE,)	
Defendant.)	
)	

PLAINTIFF'S REPLY TO COUNTERCLAIM

COMES NOW the Plaintiff, MARKEL AMERICAN INSURANCE COMPANY, by and through its undersigned attorneys, and pursuant to the Federal Rules of Civil Procedure, files this its Reply to the Defendant's Counterclaim:

1. Plaintiff denies the allegations set forth in Paragraph 1 of the Defendant's Counterclaim.
2. Plaintiff admits the allegations set forth in Paragraph 2 of the Defendant's Counterclaim.
3. Plaintiff admits the allegations set forth in Paragraph 3 of the Defendant's Counterclaim.
4. Plaintiff admits the allegations set forth in Paragraph 4 of the Defendant's Counterclaim.

FACTUAL ALLEGATIONS

5. Plaintiff admits the allegations set forth in Paragraph 5 of the Defendant's Counterclaim.

6. Plaintiff admits the allegations set forth in Paragraph 6 of the Defendant's Counterclaim.

7. Plaintiff admits the allegations set forth in Paragraph 7 of the Defendant's Counterclaim.

8. Plaintiff denies having knowledge or information sufficient to frame a response to the allegations set forth in Paragraph 8 of the Counterclaim, and therefore denies same and demands strict proof thereof.

9. Plaintiff denies the allegations set forth in Paragraph 9 of the Defendant's Counterclaim.

10. Plaintiff denies having knowledge or information sufficient to frame a response to the allegations set forth in Paragraph 10 of the Counterclaim, and therefore denies same and demands strict proof thereof.

11. Plaintiff denies having knowledge or information sufficient to frame a response to the allegations set forth in Paragraph 11 of the Counterclaim, and therefore denies same and demands strict proof thereof.

12. Plaintiff denies having knowledge or information sufficient to frame a response to the allegations set forth in Paragraph 12 of the Counterclaim, and therefore denies same and demands strict proof thereof.

13. Plaintiff denies the allegations set forth in Paragraph 13 of the Defendant's Counterclaim.

14. Plaintiff denies the allegations set forth in Paragraph 14 of the Defendant's Counterclaim.

15. Plaintiff denies the allegations set forth in Paragraph 15 of the Defendant's Counterclaim.

16. Plaintiff denies having knowledge or information sufficient to frame a response to the allegations set forth in Paragraph 16 of the Counterclaim, and therefore denies same and demands strict proof thereof.

17. Plaintiff admits the allegations set forth in Paragraph 17 of the Defendant's Counterclaim.

18. Plaintiff admits the allegations set forth in Paragraph 18 of the Defendant's Counterclaim.

19. Plaintiff denies the allegations set forth in Paragraph 19 of the Defendant's Counterclaim.

20. Plaintiff denies having knowledge or information sufficient to frame a response to the allegations set forth in Paragraph 20 of the Counterclaim, and therefore denies same and demands strict proof thereof.

21. Plaintiff admits the allegations set forth in Paragraph 21 of the Defendant's Counterclaim.

22. Plaintiff denies having knowledge or information sufficient to frame a response to the allegations set forth in Paragraph 22 of the Counterclaim, and therefore denies same and demands strict proof thereof.

23. Plaintiff admits the allegations set forth in Paragraph 23 of the Defendant's Counterclaim.

24. Plaintiff denies having knowledge or information sufficient to frame a response to the allegations set forth in Paragraph 24 of the Counterclaim, and therefore denies same and demands strict proof thereof.

25. Plaintiff denies having knowledge or information sufficient to frame a response to the allegations set forth in Paragraph 25 of the Counterclaim, and therefore denies same and demands strict proof thereof.

26. Plaintiff denies the allegations set forth in Paragraph 26 of the Defendant's Counterclaim.

27. Plaintiff denies the allegations set forth in Paragraph 27 of the Defendant's Counterclaim.

28. Plaintiff denies the allegations set forth in Paragraph 28 of the Defendant's Counterclaim.

29. Plaintiff denies the allegations set forth in Paragraph 29 of the Defendant's Counterclaim.

30. Plaintiff denies the allegations set forth in Paragraph 30 of the Defendant's Counterclaim.

31. Plaintiff denies the allegations set forth in Paragraph 31 of the Defendant's Counterclaim.

32. Plaintiff denies the allegations set forth in Paragraph 32 of the Defendant's Counterclaim.

33. Plaintiff denies the allegations set forth in Paragraph 33 of the Defendant's Counterclaim.

34. Plaintiff denies the allegations set forth in Paragraph 34 of the Defendant's Counterclaim.

35. Plaintiff denies the allegations set forth in Paragraph 35 of the Defendant's Counterclaim.

FIRST CAUSE OF ACTION: DECLARATORY JUDGMENT

36. Plaintiff repeats and reallages each and every denial as if set forth fully herein.

37. Plaintiff denies the allegations set forth in Paragraph 37 of the Defendant's Counterclaim.

38. Plaintiff denies the allegations set forth in Paragraph 38 of the Defendant's Counterclaim.

39. Plaintiff denies the allegations set forth in Paragraph 39 of the Defendant's Counterclaim.

40. Plaintiff denies the allegations set forth in Paragraph 40 of the Defendant's Counterclaim.

41. Plaintiff denies the allegations set forth in Paragraph 41 of the Defendant's Counterclaim.

42. Plaintiff denies the allegations set forth in Paragraph 42 of the Defendant's Counterclaim.

43. Plaintiff denies the allegations set forth in Paragraph 43 of the Defendant's Counterclaim.

44. Plaintiff denies the allegations set forth in Paragraph 44 of the Defendant's Counterclaim.

SECOND CAUSE OF ACTION: BREACH OF CONTRACT

45. Plaintiff repeats and reallages each and every denial as if set forth fully herein.

46. Plaintiff admits the allegations set forth in Paragraph 46 of the Defendant's Counterclaim.

47. Plaintiff admits the allegations set forth in Paragraph 47 of the Defendant's Counterclaim.

48. Plaintiff denies the allegations set forth in Paragraph 48 of the Defendant's Counterclaim.

49. Plaintiff denies the allegations set forth in Paragraph 49 of the Defendant's Counterclaim.

50. Plaintiff denies the allegations set forth in Paragraph 50 of the Defendant's Counterclaim.

51. Plaintiff denies the allegations set forth in Paragraph 51 of the Defendant's Counterclaim.

THIRD CAUSE OF ACTION: VIOLATION OF MASS. GEN LAWS Ch. 176D

52. Plaintiff repeats and reallages each and every denial as if set forth fully herein.

53. Plaintiff denies the allegations set forth in Paragraph 53 of the Defendant's Counterclaim.

54. Plaintiff denies the allegations set forth in Paragraph 54 of the Defendant's Counterclaim.

55. Plaintiff denies the allegations set forth in Paragraph 55 of the Defendant's Counterclaim.

56. Plaintiff denies the allegations set forth in Paragraph 56 of the Defendant's Counterclaim.

57. Plaintiff denies the allegations set forth in Paragraph 57 of the Defendant's Counterclaim.

58. Plaintiff denies the allegations set forth in Paragraph 58 of the Defendant's Counterclaim.

FOURTH CAUSE OF ACTION: VIOLATION OF MASS. GEN LAWS Ch. 176D

59. Plaintiff repeats and reallages each and every denial as if set forth fully herein.

60. Plaintiff denies the allegations set forth in Paragraph 60 of the Defendant's Counterclaim.

61. Plaintiff denies the allegations set forth in Paragraph 61 of the Defendant's Counterclaim.

62. Plaintiff denies the allegations set forth in Paragraph 62 of the Defendant's Counterclaim.

63. Plaintiff denies the allegations set forth in Paragraph 63 of the Defendant's Counterclaim.


64. Plaintiff denies the allegations set forth in Paragraph 64 of the Defendant's Counterclaim.

65. Plaintiff denies the allegations set forth in Paragraph 65 of the Defendant's Counterclaim.

WHEREFORE, Plaintiff prays that the Court will enter its Order Striking the Defendant's Counterclaim, along with all such other and further relief as the Court may deem proper in the premises.

Dated: January , 2005
Providence, Rhode Island

MARKEL AMERICAN INSURANCE
COMPANY
By its Attorneys


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CERTIFICATION

I hereby certify that on this 31 day of January, 2005, a copy of the foregoing was mailed postage paid, to:

Joshua S. Grossman, Esquire
Davis Malm & Dagostine PC
1 Boston Place
Boston, MA 02108

